

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651161

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
1A Smart Start LLC		08/19/2020	Limited Liability Company: DELAWARE
A Simple Interlock, LLC		08/19/2020	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Organization: FRANCE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	6020122	BREATHCHECK
Registration Number:	6020123	BREATHCHECK BY SMART START
Registration Number:	4860513	IN-HOM S.M.A.R.T. MOBILE
Registration Number:	4775682	LOW COST INTERLOCK
Registration Number:	2962754	SEPARATING DRINKING FROM DRIVING
Registration Number:	4166907	SETTING THE STANDARD IN ALCOHOL MONITORI
Registration Number:	5781859	SMART BREATH
Registration Number:	2825675	SMART LOG
Registration Number:	2170846	SMART START
Registration Number:	3877458	SMART START IN-HOM
Registration Number:	4557264	SMART-ALERT
Registration Number:	2843683	SMARTRAC
Registration Number:	5879326	SMARTWEB
Registration Number:	4035644	SSI-20/20
Registration Number:	4671465	SSI-20/30
Registration Number:	5078553	CO-PILOT

CH \$415.00 6020122

CORRESPONDENCE DATA**Fax Number:**

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4155911000
Email: TrademarksCH@winston.com
Correspondent Name: Becky Troutman, Winston & Strawn LLP
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky L. Troutman
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SIGNATURE:	/Becky L. Troutman/
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DATE SIGNED:	06/02/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 19, 2020 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of BNP PARIBAS, as Administrative Agent (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of August 19, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided, that the Trademark Collateral shall not include any Excluded Assets:

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs or fictitious business names, now existing or hereafter adopted or acquired and whether registered or unregistered, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registration applications listed in Schedule A hereto, or any similar offices in any jurisdiction, and all extensions or renewals thereof; and (b) all goodwill connected with the use thereof and symbolized thereby,

(ii) all additions and improvements to the foregoing, renewals, extensions, supplements and continuations thereof, rights to sue or otherwise

recover for any past, present or future infringement, dilution or other violation of any of the foregoing, or for any injury to goodwill,

(iii) all other rights accruing thereunder or pertaining thereto throughout the world, and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto.

2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Recordation

Each Grantor hereby authorizes and requests that the USPTO record this Agreement.

Section 5. Termination

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

Section 6. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING

EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

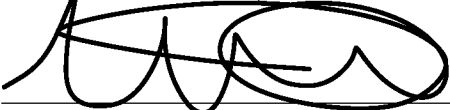
Section 7. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

1A SMART START LLC, as Grantor

By:  _____

Name: Matthew Strausz

Title: President and Chief Executive Officer

A SIMPLE INTERLOCK, LLC, as Grantor

By: _____

Name: Stephen George

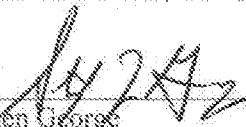
Title: President

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

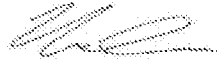
IA SMART START LLC, as Grantor

By: _____
Name: Matthew Strausz
Title: President and Chief Executive Officer

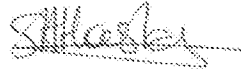
A SIMPLE INTERLOCK, LLC, as Grantor

By:  _____
Name: Stephen George
Title: President

BNP PARIBAS,
as Administrative Agent



By: _____
Name: Mark Scioscia
Title: Vice President



By: _____
Name: Stephanie Haski
Title: Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications:

Owner	Trademark	Status	App. / Reg. Nos.	App./Reg. Date
1A Smart Start, LLC	BREATHCHECK	Registered	88284168 6020122	31-Jan-2019 24-Mar-2020
1A Smart Start, LLC	BREATHCHECK BY SMART START	Registered	88284275 6020123	31-Jan-2019 24-Mar-2020
1A Smart Start, LLC	IN-HOM S.M.A.R.T. MOBILE	Registered	86296303 4860513	30-May-2014 24-Nov-2015
1A Smart Start, LLC	LOW COST INTERLOCK	Registered	86367161 4775682	14-Aug-2014 21-Jul-2015
1A Smart Start, LLC	SEPARATING DRINKING FROM DRIVING	Registered	76438319 2962754	07-Aug-2002 21-Jun-2005
1A Smart Start, LLC	SETTING THE STANDARD IN ALCOHOL MONITORING TECHNOLOGY	Registered	85398059 4166907	15-Aug-2011 03-Jul-2012
1A Smart Start, LLC	SMART BREATH	Registered	86560955 5781859	11-Mar-2015 18-Jun-2019
1A Smart Start, LLC	SMART LOG	Registered	76257537 2825675	15-May-2001 23-Mar-2004
1A Smart Start, LLC	SMART START	Registered	75200660 2170846	13-Nov-1996 07-Jul-1998
1A Smart Start, LLC	SMART START IN-HOM	Registered	77619077 3877458	20-Nov-2008 16-Nov-2010
1A Smart Start, LLC	SMART-ALERT	Registered	85945211 4557264	29-May-2013 24-Jun-2014
1A Smart Start, LLC	SMARTRAC	Registered	76452713 2843683	25-Sep-2002 18-May-2004
1A Smart Start, LLC	SMARTWEB	Registered	88363221 5879326	29-Mar-2019 08-Oct-2019
1A Smart Start, LLC	SSI-20/20	Registered	77920647 4035644	26-Jan-2010 04-Oct-2011
1A Smart Start, LLC	SSI-20/30	Registered	86307174 4671465	11-Jun-2014/ 13-Jan-2015
A Simple Interlock, LLC	CO-PILOT	Registered	86491372 5078553	29-Dec-2014 08-Nov-2016